

LABOR AGREEMENT
FOR THE YEARS
1999, 2000, AND 2001

AFSCME LABOR UNION NO.
Parks 1365



COUNTY OF WAUKESHA
WAUKESHA, WISCONSIN

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AGREEMENT

This Agreement made and entered into at the City of Waukesha, Wisconsin, by and between the County of Waukesha, State of Wisconsin, a municipal body corporate, as municipal employer, hereinafter referred to as the "County" or "Employer" and Wisconsin Council of County and Municipal Employees, Council No. 40, AFSCME, AFL-CIO, and its "Local Union," No. 1365, hereinafter referred to as the "Union" for the purpose of maintaining harmonious labor relations, improving employee efficiency and the quality of service rendered to the County and public, maintaining a uniform scale of wages, working conditions, and hours among the employees, members of the Union, and to facilitate a peaceful adjustment of all grievances which may arise between the County and the employees represented by the "Union."

ARTICLE I

MANAGEMENT RIGHTS RESERVED

- 1.01 Except as otherwise specifically provided herein, the Management of the County of Waukesha and the direction of the work force, including but not limited to the right to hire, the right to promote, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish and/or create positions, the right to make reasonable rules and regulations governing conduct and safety, the right to determine schedules of work, the right to subcontract work (when it is not feasible or economical for County employees to perform such work), together with the right to determine the methods, processes, and manner of performing work are vested exclusively in the Management. Management in exercising these functions will not discriminate against any employee because of his/her membership in the Union.

ARTICLE II

NON-DISCRIMINATION

- 2.01 The parties and employees covered herein agree none will discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, sexual preference, or marital status.

ARTICLE III

RECOGNITION AND BARGAINING UNITS

- 3.01 The Employer hereby recognizes the Union, referred to herein as the Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, and its affiliated Local Union, as the exclusive collective bargaining agent on matters pertaining to wages, hours, and other conditions of employment for the bargaining unit described below:

All Waukesha County Park and Planning Department employees in the classifications of Park Maintenance Men and Golf Course Superintendents, but excluding supervisors, office employees, and professional employees, as certified by the Wisconsin Employment Relations Commission, under date of January 5, 1976, Decision No. 14157 and as voluntarily amended by the parties.

- 3.02 Employees recognized in this Agreement, unless otherwise hereinafter specified, shall in all matters of County policy or procedure be treated as one (1) party.

ARTICLE IV
UNION ACTIVITIES

- 4.01 Except as provided hereafter, no employee shall conduct any Union or other private business on County time.
- 4.02 The County shall allow Grievance Committee members and the aggrieved party sufficient time for the proper processing of grievances.
- 4.03 Union representatives having business with the officers or individual members of the Union may confer with such Union officers or members during working hours. Such privilege shall not be abused.
- 4.04 The County agrees that Union notices pertaining to Union business may be posted in bulletin boxes and on bulletin boards.
- 4.05 The Union shall supply the Labor Relations Manager with a written list of the names of all present officers and stewards of each Local Union, and shall promptly notify the Labor Relations Manager of any changes which might occur in such list during the life of this Agreement. The total number of stewards shall be limited to four (4).
- 4.06 Grievance Committee The Union will give to the Labor Relations Manager in writing the names of the grievance representatives. Employees representing the Union in the processing of a grievance shall be eligible to receive County compensation for time served as a grievance representative up to and including step three (3) of the grievance procedure if occurring during the employee's scheduled hours of work.
- 4.07 Bargaining Committee
- A. Employees representing the Union during a negotiation session shall be eligible to receive County compensation (pay) for the time served as a Union representative.
 - B. The Union will give to the Labor Relations Manager in writing the names of the bargaining representatives.
 - C. When County management requests the Union to meet in agreement negotiations between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, authorized County employee members of the Union negotiations committee whose hours of work are between 8:00 a.m. and 5:00 p.m. shall be paid their regular straight time rate of pay for time spent in negotiations with the management; such committee members shall be limited to two (2) employees from each bargaining unit.
- 4.08 Dues Deduction The Employer hereby agrees to deduct from the first pay check each month, dues from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of each Local Union, and the dues so deducted shall be turned over to the Treasurer of each Local Union.
- 4.09 The County shall furnish monthly listings of new employees hired in the previous month. The listing shall include the names and addresses of the employees, and shall also show the date of hire. The County will furnish a quarterly listing of employees who retired or terminated.
- 4.10 Modified Fair Share
- A. Representatives The Union, as the exclusive collective bargaining representatives of all of the employees in the bargaining unit covered by this Agreement, shall represent all such employees, both Union members and non-members, fairly and equally. All employees in said bargaining unit who as of 11/27/79 are members paying Union dues directly or through dues checkoff, as well as those employees who voluntarily become members after such date, shall be required to continue to pay their proportionate cost of such representation as set forth in this Article. All new employees hired after such date shall also be subject to the provisions of the modified fair share agreement.

- B. Membership No employee shall be required to join the Local Union that serves as his/her collective bargaining representative, but Union membership shall be made available to all employees who apply, consistent with the Constitution and By-Laws of the Union. No employee shall be denied Union membership on the basis of race, color, creed, religion, sex, national origin, disability, age, sexual preference, or marital status.
- C. Payroll Deduction The Employer shall deduct from the first pay check of each month an amount, certified by the Treasurers of Local 1365 as the monthly dues of all such employees referred to in paragraph A above in the bargaining unit or units represented by such Local Union.
1. Newly Hired Employees: With respect to newly hired employees, the deduction noted above shall commence with the first payroll period normally used to make such deductions which represents wages paid for the month following the month in which such employees completed their probationary period.
 2. Periods of No-Pay Status: The Employer shall not be required to submit any amounts to the Local Union under the provisions of this Article on behalf of employees otherwise covered who are on layoff, unpaid leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.
 3. Inadvertence or Error: If, through inadvertence or error, the Employer fails to make a deduction which is properly due and owing from an employee's paycheck, such deductions shall be made from the next paycheck normally used to make such deductions, and shall be submitted to the Treasurer of the appropriate Local Union.
- D. Administration The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of the Local Union, within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the Local Union at least thirty (30) days prior to the effective date of such change.
- E. Indemnification and Hold Harmless Provision The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, action taken by the Employer under the provisions of this article.
- F. Validity of Fair Share In the event that the modified Fair Share Agreement as set forth above becomes invalid, the Employer hereby agrees to deduct from the first paycheck of each month, dues from the pay of those employees who individually authorize in writing that such deduction be made. The amounts deducted shall be certified to the Employer by the Treasurer of the Local Union, and the dues so deducted shall be turned over to the Treasurer of the Local Union, along with an itemized list of the employees from whom such deductions were made, within ten (10) days of the date of such deductions. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the Local Union at least thirty (30) days prior to the effective date of such change.
- G. Rebate Provision Any employee who may hereafter be subject to the provisions of the fair share agreement of Section 4.10 and who is not a member of such Union will, if they object, be reimbursed by the Union for any portion of the dues deducted not strictly related to the collective bargaining process or contract administration.

ARTICLE V
NO STRIKE - NO LOCKOUT

- 5.01 During the term of this Agreement and during negotiations, the Union and the employees subject to this Agreement agree that they will not cause, encourage, participate in, or support any strike, picketing, slow down, refusal to perform work, or other interruption of or interference with the normal functions required of Management by the County of Waukesha. Any violation of this paragraph shall be grounds for disciplinary action up to and including discharge.
- 5.02 During the term of this Agreement and during negotiations, the Employer agrees that employees subject to this Agreement will not be locked out or prevented from carrying out or performing their normal duties as employees of the County of Waukesha.

ARTICLE VI
GRIEVANCE PROCEDURE

- 6.01 A grievance is a claim or dispute by an employee of the County concerning the interpretation or application of this Agreement. Any other complaint or misunderstanding may be processed through Step three (3) of the grievance procedure. To be processed, a grievance shall be presented in writing to the department head with a copy to the Director of Administration under Step two (2) below within thirty (30) days after the time the employee affected knows or should know the facts causing the grievance. Grievances shall be processed as follows:
- Step one (1) The employee and/or his Union representative shall attempt to settle the issue with the immediate supervisor.
- Step two (2) If the issue is not settled, then the employee, his representative, and the immediate supervisor shall attempt to settle the issue with the department head. Such issues shall be in writing stating fully the details of the grievance and shall be submitted within ten (10) working days of Step one (1). The department head shall hear the grievance within ten (10) working days and shall render a decision in writing within ten (10) working days.
- Step three (3) If a satisfactory settlement is not reached as outlined in Step two (2), the grievance may be submitted to the Director of Administration who shall hear the grievance within ten (10) working days after its receipt and shall render its decision within ten (10) working days. If the grievance is not presented to the Director of Administration within ten (10) working days of the department head's response in Step two (2), it shall be considered settled.
- Step four (4) If a satisfactory settlement is not reached as outlined in Step three (3), the grievance may be submitted to arbitration within twenty (20) work days; one (1) arbitrator to be chosen by the County, one (1) by the Union, and a third to be chosen by the first two and he shall be the Chairman of the Board. (If the two cannot agree on the selection of the third member, the parties shall request a panel of names from the Wisconsin Employment Relations Commission and shall alternatively strike a name from such panel until the name of one person remains who shall serve as Board Chairman.) The Board of Arbitration shall after hearing by a majority vote, make a decision on the grievance, which shall be final and binding on both parties. Only questions concerning the application or interpretation of this contract are subject to arbitration.
- 6.02 Each party shall bear the cost of its chosen arbitrator, and the cost of the third arbitrator, transcripts and meeting rooms, if any, shall be shared equally by the parties.
- 6.03 Time limits contained in the grievance procedure may be extended by mutual consent of the parties.

ARTICLE VII
EMPLOYEE DEFINITIONS

- 7.01 Probationary Period All newly hired employees entering into regular full-time or regular part-time employment shall serve a probationary period of employment of six (6) calendar months. If an employee is dismissed during the probationary period, he shall not have recourse through the grievance procedure.
- 7.02 Regular Full-Time Employee A regular full-time employee is defined as an employee who has a work schedule of at least 80 hours biweekly on a year round basis and who receives full employee benefits.
- 7.03 Regular Part-Time Employee A regular part-time employee is defined as an employee who has a work schedule of at least 40 hours biweekly on a year round basis and who receives half employee benefits.
- 7.04 Temporary, Seasonal, Emergency, or Limited-Term Employee An employee performing work for a limited term in these categories does not accrue seniority or accrue or receive any fringe benefits and may be terminated at any time.
- 7.05 Temporary and Seasonal Employees to Regular Part-Time and Full-Time Employees Full-time temporary or full-time seasonal employees who become regular full-time or regular part-time employees without a break in their continuous service shall have their seniority established as of the date of hire including the time spent as a temporary or seasonal employee. Seniority accrued as a temporary or seasonal employee shall apply only to:
- A. Vacation eligibility but not accrual.
 - B. Bids on promotional opportunities.

These employees shall serve a normal probationary period and eligibility for all other fringe benefits will be determined by the date of placement into a regular full-time or regular part-time position.

ARTICLE VIII
SENIORITY

- 8.01 Definition Seniority shall mean the status attained by length of continuous service following the successful completion of the probationary period. Seniority shall accrue from the date an employee entered or re-entered employment with the County and shall indicate time worked excluding personal leave of absence exceeding thirty (30) days but including leaves of absence granted for illness and United States military service.
- 8.02 Seniority shall be on a departmental basis.
- 8.03 Seniority shall be a factor applied as hereafter provided in shift preference, layoffs, recalls, promotions, and vacation selection.
- 8.04 Loss of Seniority Employees shall lose their seniority for any of the following reasons:
- A. Discharge, if not reversed.
 - B. Resignation.
 - C. Absence from work without a legitimate reason for two (2) consecutive workdays without notifying the County of the reason for such absence. This employee shall be considered as having resigned.
 - D. Unexcused failure to return to work when recalled from a layoff as set forth in the recall procedure.

E. Unexcused failure to return to work after the expiration of a vacation period, leave of absence, or period for which worker's compensation was paid.

F. Retirement.

G. On layoff for a continuous period of time equivalent to twelve (12) or more calendar months.

8.05 Shift Preference An employee who wishes to make a lateral transfer in the same classification to another shift shall submit his request or preference in writing to the department head. When a vacancy occurs the department head will select the most senior employee from this list.

8.06 The County agrees to supply the Union with a seniority list on or about January 1st and July 1st of each year.

ARTICLE IX LAYOFF AND RECALL

9.01 Layoff shall mean the separation of an employee from the active work force due to lack of work or funds, or due to the abolition of positions resulting from changes in the organization.

9.02 The layoff of regular employees in any department shall be in inverse order of County-wide seniority of employees in the department affected, except as hereafter provided. A department head may deviate from seniority in layoffs and recalls when seniority alone would result in retaining an employee unable to maintain a level of performance equal to County standards.

9.03 Recall from Layoff

A. The recall of regular employees from layoff shall be in inverse order of layoff. A department head may deviate from seniority in recalls from layoffs when seniority alone would result in recalling an employee unable to maintain a level of performance equal to County standards.

B. The names of employees laid off through no fault of their own shall remain on a departmental call list for a period equal to twelve (12) calendar months from date of layoff.

C. Employees recalled from layoff shall be given a maximum of five (5) workdays to respond after notice has been sent by certified mail to their last known address on file with the Labor Relations Manager, and five (5) workdays to resume work. This notice shall constitute sufficient notice of work availability.

D. Employees who fail to respond to or decline a call to return to work within the time limits provided above shall be presumed to have resigned. The names of such employees are to be removed from the seniority list, and, if they are subsequently re-employed, they shall return to work as new employees.

9.04 Employees who are scheduled for layoff may replace employees of lower job classifications within the same department, provided that they have more seniority than the person occupying the lower job classification.

9.05 Employees with greater seniority who by reason of a layoff replace other employees in lower job classifications shall be restored to their former classification when such a position becomes available. If such employee, when offered job restoration, declines the job, the employee's right to the job shall be forfeited. However, such employee shall not be prohibited from bidding on future vacancies in that job classification.

ARTICLE X
PROMOTIONS, TRANSFERS, DEMOTIONS

- 10.01 Any vacancy in a department other than an entry level job, shall be posted weekly in the Courthouse and in the respective department in which the vacancy occurs. Employees interested in the vacancy shall apply by written request to the Division of Human Resources. Present County employees will be given preference before any new employees are hired.
- 10.02 A. Promotion to a higher classification, demotion, and transfer shall be based upon prior work performance, experience, in-service training and seniority. Ability and experience being equal, the employee with the greatest County seniority shall be given the position.
- B. Upon promotion, an employee shall be granted a salary increase equal in amount to one step of the higher classification but his new salary shall be no less than the minimum of the new salary range. In the event the salary increase places the employee between salary steps, he shall normally be placed in the next higher step in the new salary range.
- 10.03 A. A demotion is the movement of an employee from a position in one classification to a position in another classification having a lower maximum wage.
- B. A transfer is the movement of an employee from one position to another in the same classification, into another department; or the change from one classification to another classification having the same wage plan.
- C. Each employee shall be limited to one demotion or transfer in a twenty-four (24) month period.
- 10.04 Regular full-time or regular part-time employees who are promoted, demoted, or transferred shall serve a trial period of sixty (60) days in the new position during which time their performance will be periodically evaluated. This time limit may be extended by the County for up to an additional thirty (30) days with the written agreement of the union president. Employees failing to satisfactorily pass the probationary period evaluation for a promotion, demotion, or transfer, or at the employee's request, during this period of time, shall be returned to their former classification and rate of pay.
- 10.05 In the event of a demotion due to an individual employee's inability to function in the higher classification or at the employee's request, the employee shall be placed in the pay range of the new classification in accordance with years of service, qualifications, and an assessment of the employee's present capabilities.

ARTICLE XI
WORKWEEK/WORKDAY

- 11.01 The normal workweek shall consist of forty (40) hours, and time worked in excess of this amount shall be compensated at one and one-half (1½) times the normal rate of pay. Five (5) consecutive eight (8) hour days shall constitute a workweek. Eight (8) consecutive hours shall constitute a workday.
- 11.02 See the Appendix for hours of work schedule.
- 11.03 Hours A schedule of hours for each employee will be prepared by the appropriate department head. This schedule shall be the matter of record. This schedule may be modified or adjusted at the discretion of the department head to meet the needs of the department. All time paid for shall be counted as hours worked.
- 11.04 Rest Period Any employee scheduled to work four (4) or more consecutive hours will be granted a fifteen (15) minute rest period within the four (4) hours working period. Rest period schedules will be at the discretion of the supervisor and/or department head.

ARTICLE XII
PREMIUM PAY

- 12.01 Overtime Regular full-time employees shall be compensated at the rate of one and one-half (1-½) times their regular rate of pay for all hours worked in excess of forty (40) hours per week, and over eight (8) hours in a workday or on a Saturday or Sunday.

Overtime on Saturday or Sunday will not be earned or credited when Saturday or Sunday is a regularly scheduled workday, or when the employee is working a Saturday or Sunday because of a duty trade or rotation.

- 12.02 Holiday Pay Employees working on any of the holidays set forth in Section 16.01(A) will receive holiday pay plus compensation at the rate of time and one-half (1-½) the regular rate of pay for the hours actually worked. This section shall not apply to departments on a continuous operation.

- 12.03 Call-In Time Employees who shall be called to work at other than the regularly scheduled starting time shall be entitled to at least two (2) hours pay at time and one-half (1-½). This provision shall not apply to an employee who starts work early and continues into regularly scheduled hours or who continued past regularly scheduled hours.

12.04 Compensatory Time

- A. In lieu of cash payment for overtime work, regular full-time employees may elect to take compensatory time off at the rate of one and one-half (1-½) hours for each one (1) hour of overtime worked.
- B. Employees may accumulate not more than twenty-four (24) overtime hours to be taken off at the rate of time and one-half (36 hours).
- C. Compensatory time may be used at the employee's discretion with the approval of the department head.
- D. All compensatory time accumulated but not used in the calendar year will be paid out in the last payroll period of the year.

ARTICLE XIII
WAGES

- 13.01 All wage rates shall be biweekly and based upon eighty (80) hours of work. The wage rates for the job classifications covered by this Agreement shall be effective January 1, 1999 through December 31, 2001 and shall be set forth in the Wage Appendix. Wages will be based on the nature of the job and the degree of responsibility involved, the training, experience, skill required on the job, performance, and seniority. Wage increases for length and quality of service will be provided within job categories.
- 13.02 Adjustments in an employee's rate of pay start at the beginning of the pay period in which the employee becomes eligible and subsequent to approval of the change in pay.
- 13.03 All employees shall be paid every other Wednesday. If the regular payday falls on a holiday, paychecks will be available on the preceding workday.
- 13.04 Red Circle Rates The salaries of employees who are above the maximum salary as provided in the Wage Appendix shall remain constant until the new maximums of the salary ranges exceed those "red circle" rates.
- 13.05 End of Probationary Period Upon successful completion of a probationary period, a one-step salary increase shall be granted effective the first day of the pay period in which the probationary period is completed. In the event of the extension of a probationary period, the increase will be granted at the completion of the extended probationary period.

- A. In the event an employee is promoted during the six month probationary period, he shall complete six months of work in his new classification before he is eligible for a wage increase based upon merit.

13.06 Within Range Salary Increases The normal salary progress for employees shall be as follows:

- A. Regular full-time employees shall normally be hired at the minimum of their classification and shall be advanced to the second step after successful completion of their probationary period. They shall receive a merit increase to the third step prior to or upon completion of six (6) months of work in the second step.
- B. Regular full-time employees in a classification with five salary steps shall receive a merit increase to the fourth step prior to or upon completion of six (6) months of work in the third step and to the fifth step prior to or upon completion of twelve (12) months of work in the fourth step.
- C. Regular full-time employees in a classification with six (6) salary steps shall receive a merit increase to the sixth step prior to or upon completion of twelve (12) months of work in the fifth step.
- D. In the event a pay increase is not given at the completion of a step, such increases may be given prior to the completion of the next step if the employee's work performance improves to a satisfactory level to the requirements of his position.
- E. Regular part-time employees shall be eligible to receive merit increases in the above salary plan when their hours worked in each step equal those of regular full-time employees.

ARTICLE XIV

OTHER COMPENSATION PROVISIONS

- 14.01 Longevity Pay Longevity shall mean a percentage of salary earned by the employee based on length of service as defined in Section 8.01 of this Agreement. Regular full-time or regular part-time employees hired before January 1, 1973, are eligible to receive the longevity pay in addition to their earnings. The rate will be 6.5% of their gross earnings.
- 14.02 Mileage Reimbursement All employees who are required to use their own automobile in the performance of County business which has been approved by the department head shall be reimbursed at the rate of thirty-three cents (33¢) effective January 1, 1999. Effective January 1, 2000 employees will be eligible for mileage reimbursement of thirty-four cents (34¢) per mile, and effective January 1, 2001, thirty-five cents (35¢) per mile. However, mileage reimbursement will not exceed the amounts allowable by the Internal Revenue Service.
- 14.03 Carpool Incentive Employees using personal vehicles for Department authorized work-related purposes who transport other employees will be eligible for an additional mileage allowance as follows:
- | | | |
|---------------------------|---|------------------------|
| 3 - 4 people in a vehicle | - | \$0.15 cents per mile; |
| 5 - 6 people in a vehicle | - | \$0.25 cents per mile; |
| 7 + people in a vehicle | - | \$0.35 cents per mile. |

ARTICLE XV
INSURANCE AND WISCONSIN RETIREMENT FUND

15.01 Hospital and Surgical Insurance

- A. The County will provide a Point-Of-Service hospital and surgical insurance plan and will also offer Health Maintenance Organization (HMO) plans as an alternative. Each plan specifies eligibility requirements and enrollments procedures.
- B. Regular full-time and regular part-time employees are eligible to apply for the County's hospitalization plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following sixty (60) days of employment after application acceptance.
- C. Regular Full-Time Employees The County will pay ninety percent (90%) of the cost of a single or family HMO or Point-of-Service (POS) plan. Eligible employees will pay ten percent (10%) of a single or family HMO or POS plan.
- D. Regular Part-Time Employees The County will pay forty-five percent (45%) toward the cost of a single or family HMO or POS plan. Eligible employees will pay fifty-five percent (55%) of the cost of a single or family HMO or POS plan.

15.02 Dental Insurance - Effective January 1, 1987

- A. The County agrees to offer a group dental insurance plan to eligible employees. The County will also offer a dental Health Maintenance Organization (HMO) as an alternative. Each plan specifies eligibility requirements and enrollment procedures.
- B. Regular full-time employees and regular part-time employees are eligible to apply for the County's dental plan within their first thirty (30) days of employment. The insurance will become effective on the first day of the month following six (6) months of employment after application acceptance.
- C. Regular Full-Time Employees The County will pay ninety percent (90%) per month towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay ten percent (10%) of the cost of the least expensive plan and any additional cost of their selecting a more expensive plan.
- D. Regular Part-Time Employees The County will pay forty-five percent (45%) towards the cost of the least expensive family or single dental insurance plan or HMO plan. Eligible employees will pay fifty-five percent (55%) of the cost of the least expensive plan and any additional cost of their selecting more expensive plan.

15.03 Life Insurance After six (6) months of employment, the Employer agrees it will participate in the State Group Life Insurance Plan or equivalent coverage and will pay the full premium cost.

15.04 Dependent Life Insurance Regular full-time and regular part-time employees shall be eligible to participate in a dependent life insurance plan which provides \$10,000 life insurance coverage for the employee's spouse and \$5,000 coverage for each eligible dependent.

The employees shall pay the full premium cost of the plan which will also specify benefit limitations, eligibility requirements, and enrollment procedures.

15.05 Wisconsin Retirement Fund After an employee completes his first six (6) months of employment, the County shall pay the employee's share of his contribution to the Wisconsin Retirement Fund.

15.06 Employees with at least five (5) years of continuous service and who have exhausted their accrued sick leave benefit and are still unable to return to work due to illness or injury are eligible to have the County pay its share of the cost of the employees selected health care plan, dental plan, and life insurance for one (1) month.

- 15.07 Employees who retire may continue to participate in the group hospitalization and surgical plan by paying the premiums for this insurance to the County one month in advance.
- 15.08 Long Term Disability Effective July 1, 1999, the County will provide a Long Term Disability Insurance Plan for regular full time and regular part-time employees. Regular full time and regular part time employees will become eligible the first of the month following six (6) months of employment. The County has the right to change plan carriers, self insure, or modify plan details provided the overall benefits in total are not reduced.
- 15.09 Post Employment Health Reimbursement Plan The County will provide eligible regular full time and regular part time employees a post employment reimbursement plan. Regular full time and regular part time employees will become eligible following the completion of twelve calendar months of employment.

The County will make monthly contributions into the plan totaling \$200 annually. The County has the right to change plan administrators. The plan documents will specific plan benefits, limitations, eligibility requirements, and enrollment procedures.

ARTICLE XVI

HOLIDAYS

- 16.01 A. The following days shall be observed as paid holidays for regular full-time and regular part-time employees. Regular part-time employees shall receive one-half (½) holiday benefits.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

- B. Employees working as of February 1 of each calendar year shall be entitled to one (1) floating holiday; and employees working as of June 1 of each calendar year shall be entitled to one (1) additional floating holiday.

Both floating holidays are to be used before the end of the calendar year. The scheduling of these days off shall be requested by the employee and is subject to approval of the department head.

- C. For the purpose of determining eligibility for a floating holiday, employees will be considered working if they are on paid sick or disability leave, vacation, holiday, funeral leave, jury duty leave, an excused absence, or on an approved unpaid leave of absence for five (5) days or less.

- 16.02 When other holidays occur on a Saturday or Sunday, an employee may receive either the preceding Friday or the following Monday off with pay. The employee's day off shall be scheduled at the discretion of the department head. When Christmas Day and New Years Day fall on a Monday, or when Christmas Eve and New Years Eve fall on a Friday, the days off will be observed and the employee's days off will be scheduled at the discretion of the department head. This section shall not apply to employees who work in departments on a continuous operation except those employees in such departments who work a five-day, Monday through Friday workweek.

- 16.03 A. An employee working any of these holidays will receive holiday pay plus their regular compensation at the rate of time and one-half (1-½) the regular rate of pay for the hours actually worked. This section shall not apply to departments on a continuous operation except as to those clerical employees in such departments who work a five-day, Monday through Friday workweek.

- B. Holidays for Employees in Continuous Operation Departments Employees in continuous operation departments, whose normal work schedule requires that they work on holidays, shall be eligible to take eight (8) hours off (four (4) hours for regular part-time employees) on a day later in lieu of the holiday. Such employees shall be required to utilize such benefit by the end of the calendar year. An eligible employee desiring such time off shall request it in advance and the time off must be approved by the department head.

Employees may be paid for the holiday at the employee's regular rate (1x) in lieu of a day off with pay provided they request the pay prior to the end of the pay period in which the holiday occurs.

Employees with Holiday time earned and accrued that have not been used or paid out will have any remaining balance paid out at the end of the calendar year.

Employees shall be allowed to carryover up to five (5) holidays each year. These holidays are: Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Employees who elect to carry all or any part of these holidays over into the next calendar year must use them by April 30th of the following year. Holidays which are carried over and not used by April 30th, shall be forfeited. Employees carrying over Holidays are not eligible to have these days paid out if they have been carried over from the prior year.

The above payout options do not apply to floating holidays.

- 16.04 To be eligible for holiday pay, the employee must work the day before and the day after the holiday (or, in the case of a floating holiday, the day before and the day after the applicable eligibility date) unless either day is a regularly scheduled day off or unless the employee has an excused absence.
- 16.05 An employee who fails to work on a holiday for which the employee is scheduled to work shall not be eligible for holiday pay, unless such employee is on paid sick leave or disability leave, funeral leave, jury duty leave, approved unpaid leave of absence for five (5) days or less, or other excused absence.

ARTICLE XVII

VACATIONS

- 17.01 Regular full-time and regular part-time employees are eligible to earn and accrue paid vacation. The employee shall work the majority of scheduled workdays during the month of which vacation credit is to accrue except for time spent on paid vacation or sick leave. Vacation shall be computed in accordance with the following schedule:
- A. During the first calendar year and for each succeeding year through the sixth (6) year of continuous employment, an employee may earn one (1) day of vacation for each month of employment with a maximum of ten (10) days. Regular part-time employees earn and accrue one-half (½) vacation benefits.
 - B. During the seventh (7) year of continuous employment with the County and during each calendar year thereafter, an employee may earn one and one (1-½) days of vacation for each month of employment with a maximum of fifteen (15) days per year through the thirteenth (13) year.
 - C. During the fourteenth (14) year and for each succeeding year through the twenty-second (22) year of continuous employment with the County, an employee may earn two (2) days of vacation for each month of employment with a maximum of twenty (20) days per year.
 - D. During the twenty-third (23) year of continuous employment with the County and during each calendar year thereafter, an employee may earn two and one-half (2-½) days of vacation for each month of employment with a maximum of twenty-five (25) days per year.

- 17.02 All vacation time is to be figured on a calendar year basis and all vacation time earned during the calendar year must be taken during the following year and at the discretion of the department head.
- 17.03 An employee must have completed his probationary period to be eligible for vacation benefits and upon completion of the probationary period, accrual of vacation credit will be retroactive to date of hire.
- 17.04 No claim for sick leave shall be allowed during a vacation. When an employee's vacation is interrupted by the death in the immediate family as specified in Article 19, and the employee attends the funeral, the employee shall be permitted to reschedule his or her vacation equivalent to the days of approved funeral leave.
- 17.05 Holidays are not charged to vacation time.
- 17.06 Non-probationary employees who resign or are dismissed shall receive accrued vacation pay earned through the last complete month worked, and providing such employees who resign give at least two (2) weeks notice before their last day of work. Scheduled vacation days will not be counted toward the two (2) week notice before the last day of work pursuant to this section.
- 17.07 Vacation time is not accumulative from one calendar year to the next.

ARTICLE XVIII

SICK LEAVE

- 18.01 Regular full-time employees shall earn paid sick leave at the rate of one (1) day for each month of employment, with a maximum accumulation of one hundred twenty (120) days.
- 18.02 Regular part-time employees shall earn and accrue paid sick leave at one half (½) the benefits specified in 18.01 above.
- 18.03 Employees shall not be eligible to use sick leave benefits during the probationary period, but upon completion of the probationary period, employees shall be credited with sick leave earned from their original date of employment. Upon completion of the probationary period, employees shall receive back pay for any sick leave used during the probationary period up to the extent of their accumulation.
- 18.04 Sick leave benefits shall be recorded on the basis of actual usage and reported to the nearest tenth of an hour.
- 18.05 Sick leave credits shall not accrue for periods of unpaid leave of absence. Where an employee on an unpaid leave of absence works the majority of scheduled workdays during a month, the employee will earn a sick day for such month.
- 18.06 Sick leave shall not be used for periods of absence resulting from injury incurred in supplemental employment.
- 18.07 Substantiation
- A. Employees may be required to substantiate the use of sick leave to their department head.
 - B. Department heads shall require a medical certificate from a physician to justify the granting of sick leave in excess of two (2) consecutive days. However, department heads, at their discretion, may waive the need for a doctor's certificate of illness.
 - C. Sick leave allowance shall not be granted for the day preceding or the day following a paid holiday or the employee's scheduled days off without a doctor's certificate of illness. If an employee is scheduled to work a holiday and is absent due to illness, sick leave pay will also not be allowed without a doctor's certificate of illness. However, department heads, at their discretion, may waive the need for a doctor's certificate of illness.

- 18.08 Employees who retire at age sixty-five (65) or after their fifty-fifth (55) birthday and who have at least twenty (20) years of credited service will have sixty-five percent (65%) of their unused sick leave accrual applied to the Post Employment Health Plan account as outlined in Section 15.09.
- 18.09 Accumulated sick leave credits are not paid upon termination of employment except as provided in 18.08.
- 18.10 Regular full-time employees may use up to three (3) days of accumulated sick leave per calendar year as needed to care for an ill or injured spouse, child, or parent. Regular part-time employees may use up to three (3) half-days of sick leave for this purpose.

ARTICLE XIX FUNERAL LEAVE

- 19.01 Full-time employees shall be entitled to up to three (3) days of leave with pay to attend the funeral of a member of the immediate family. Immediate family shall be defined as spouse, child, brother, sister, parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.
- 19.02 Part-time employees shall be entitled to up to three (3) one-half ($\frac{1}{2}$) days of leave with pay to attend the funeral of a member of the immediate family as defined in 19.01 above.

ARTICLE XX DISABILITY PAY

- 20.01 Any employee absent from work due to an injury or illness compensable under the Worker's Compensation Act, shall, without charge to sick leave, continue to receive eighty (80%) percent of the employee's regular gross salary for a period not to exceed six (6) months per injury or illness, commencing after the first three (3) days of such illness or injury.

An employee otherwise eligible may use accumulated sick leave for the three (3) days. If the illness or injury necessitates an absence of greater than three (3) days, three (3) days will be restored to the employee's accumulated sick leave.

- 20.02 Salary for an employee under the provisions of this section shall be paid only as long as an employee is eligible to receive temporary total disability payments under the Worker's Compensation Act.
- 20.03 Upon expiration of disability pay, an employee who is still unable to return to work shall be ineligible to use accumulated sick leave, holidays, or vacation.
- 20.04 Employees unable to return to work at the end of the calendar year will receive pay for accumulated vacation and floating holidays benefits. The employee's accumulated sick leave will remain available for future use when the employee returns to work.

ARTICLE XXI
JURY DUTY AND WITNESS SERVICE

- 21.01 Employees subpoenaed for jury duty shall be paid the difference between their regular rate of pay and the pay received for jury duty, excluding any mileage allowance.
- 21.02 Employees subpoenaed as a witness connected with an incident occurring while on duty as an employee of the County shall be paid the difference between their regular rate of pay and the witness pay, excluding any mileage allowance.

ARTICLE XXII
LEAVE OF ABSENCE

- 22.01 Military Leave Military leaves of absence shall be granted to employees who enlist or who are ordered to military service. Such employees shall return to employment without loss of seniority rights provided application for re-employment is made within the statutory time limits regulating the re-employment rights of veterans returning from the Armed Forces. Re-employment shall be in accordance with the applicable statutes in effect at the time of re-employment.
- 22.02 Maternity Leave When an employee becomes pregnant, she shall furnish the County with a doctor's certificate indicating the approximate date of delivery and the length of time she may continue to perform her normal work duties. She shall be allowed to work until expected date of delivery provided that she can perform her normal work duties.
- Six (6) weeks after termination of pregnancy, an employee must submit a doctor's certificate indicating she can return to work; or, if she is not physically able to return to work, indicating expected date of recovery.
- 22.03 Extended Illness Leave Regular employees who have exhausted their sick leave credits shall be granted leaves of absence up to sixty (60) days provided that a doctor's certificate is submitted. Extensions of time beyond the sixty (60) day period may be granted at the discretion of the Employment Services Manager, subject to individual circumstances. Upon return to work from an extended leave due to illness, an employee shall submit a doctor's certificate indicating he can fully resume his normal work duties.
- 22.04 Personal Leave Upon approval of the department head, employees may be granted personal leaves of absence up to five (5) days to conduct personal business subject to the staffing needs of the department. Personal leaves of longer duration shall be given full consideration, subject to departmental needs and final approval by the Division of Human Resources.
- 22.05 Requests for leaves of absence shall be submitted in writing to the department head at least fifteen (15) days prior to the contemplated starting date of the leave and shall state the circumstances involved, the number of workdays requested, and, in the case of a request for a medical leave, shall be accompanied by a physician's statement.
- 22.06 Requests for leaves of absence shall not exceed sixty (60) calendar days, except in cases of military, maternity, educational leaves or leaves due to serious illness.
- 22.07 Employees on a statutory medical, family, or military leave of absence will have required County contributions to certain benefits as required by law. Employees on a non-statutory leave of absence extending beyond sixteen (16) days may continue to participate in the group health, dental, and life insurance policies provided that they assume the payments of the premiums.

ARTICLE XXIII
SEPARABILITY

- 23.01 Should any provision of this Agreement be held to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties to this Agreement shall immediately meet and negotiate to find a satisfactory solution to the issue in violation of the law.

ARTICLE XXIV
TIME FOR NEGOTIATIONS

- 24.01 Agreement negotiations for 2002 shall be carried on by the parties as follows:
- A. Submission of Union demands by August 1, 2001.
 - B. Submission of County's counterproposal or answer by September 1, 2001.
- 24.02 The adherence to aforesaid schedule shall be effective as to its chronological order as closely as may be practical under the conditions applying at the time such conferences and negotiations are undertaken.
- 24.03 Any meetings held for the purpose of presenting initial bargaining proposals shall be open to the public.

ARTICLE XXV
DURATION

- 25.01 This Agreement shall become effective January 1, 1999, and shall remain in full force and effect until December 31, 2001. It shall continue in full force and effect thereafter until such time that either party desires to open, amend, or otherwise change this Agreement.

Dated this _____ day of _____, 1999.

FOR THE COUNTY:

FOR THE UNION:

APPENDIX
AFSCME LOCAL UNION NO. 1365

1. Hours of Work

- A. County Parks The normal work schedule for regular full-time employees assigned to County parks shall be eight (8) consecutive hours per day, Monday through Friday, scheduled from 8:00 a.m. to Noon and 12:30 p.m. to 4:30 p.m.
- B. Golf Courses The normal work schedule for regular full-time employees assigned to County golf courses shall be eight (8) consecutive hours per day, Monday through Friday, scheduled as follows:

7:00 a.m. to Noon - 12:30 p.m. to 3:30 p.m.

During the months of April through November, the time of the normal shift of the Golf Course Superintendent may be advanced by up to one hour (i.e., up to 6:00 a.m. to 2:30 p.m.). Wherever possible, employees will be notified of shift time changes at least one week in advance.

2. Temporary Foreman - An employee acting as a Park Foreman or Golf Course Superintendent shall receive the Park Foreman or Golf Course Superintendent rate provided that he works at least one (1) full day.
3. Part-time and seasonal employees shall not work in excess of forty (40) hours per week on work normally performed by regular full-time employees who are qualified and available to perform that work unless all such full-time employees are working or are unavailable for work.
4. When overtime is required at the end of the normal workday, the employer shall give as much advance notice as possible, but no less than two (2) hours except in the case of emergencies.
5. Employees assigned to park and golf course maintenance will be provided with five (5) uniform changes per week. A uniform change consists of a shirt and pants.

**1999 WAGE APPENDIX
EFFECTIVE JANUARY 2, 1999**

| | (1) | (2) | (3) | (4) | (5) | |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|------------|
| Park Maintenance Worker | \$1017.35 | \$1144.49 | \$1206.15 | | | Biweekly |
| | 12.72 | 14.31 | 15.08 | | | Approx Hr |
| | 2204 | 2480 | 2613 | | | Approx Mth |
| Exposition Center Worker | \$1023.89 | \$1069.56 | \$1115.01 | \$1160.56 | \$1206.15 | Biweekly |
| | 12.80 | 13.37 | 13.94 | 14.51 | 15.08 | Approx Hr |
| | 2218 | 2317 | 2416 | 2515 | 2613 | Approx Mth |
| Golf Course Superintendent | \$1152.84 | \$1229.46 | \$1294.86 | | | Biweekly |
| | 14.41 | 15.37 | 16.19 | | | Approx Hr |
| Park Foreman | 2498 | 2664 | 2806 | | | Approx Mth |
| Lead Exposition Center Worker | \$1152.84 | \$1191.92 | \$1229.46 | \$1262.37 | \$1294.86 | Biweekly |
| | 14.41 | 14.90 | 15.37 | 15.78 | 16.19 | Approx Hr |
| | 2498 | 2582 | 2664 | 2735 | 2806 | Approx Mth |
| Carpenter | \$1189.19 | \$1228.26 | \$1265.82 | \$1298.74 | \$1331.22 | Biweekly |
| | 14.86 | 15.35 | 15.82 | 16.23 | 16.64 | Approx Hr |
| | 2577 | 2661 | 2743 | 2814 | 2884 | Approx Mth |

**1999 WAGE APPENDIX
EFFECTIVE JULY 3, 1999**

| | (1) | (2) | (3) | (4) | (5) | |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|------------|
| Park Maintenance Worker | \$1032.61 | \$1161.66 | \$1224.24 | | | Biweekly |
| | 12.91 | 14.52 | 15.30 | | | Approx Hr |
| | 2237 | 2517 | 2653 | | | Approx Mth |
| Exposition Center Worker | \$1039.25 | \$1085.60 | \$1131.74 | \$1177.97 | \$1224.24 | Biweekly |
| | 12.99 | 13.57 | 14.15 | 14.72 | 15.30 | Approx Hr |
| | 2252 | 2352 | 2452 | 2552 | 2653 | Approx Mth |
| Golf Course Superintendent | \$1170.13 | \$1247.90 | \$1314.28 | | | Biweekly |
| | 14.63 | 15.60 | 16.43 | | | Approx Hr |
| Park Foreman | 2535 | 2704 | 2848 | | | Approx Mth |
| Lead Exposition Center Worker | \$1170.13 | \$1209.80 | \$1247.90 | \$1281.31 | \$1314.28 | Biweekly |
| | 14.63 | 15.12 | 15.60 | 16.02 | 16.43 | Approx Hr |
| | 2535 | 2621 | 2704 | 2776 | 2848 | Approx Mth |
| Carpenter | \$1207.03 | \$1246.68 | \$1284.81 | \$1318.22 | \$1351.19 | Biweekly |
| | 15.09 | 15.58 | 16.06 | 16.48 | 16.89 | Approx Hr |
| | 2615 | 2701 | 2784 | 2856 | 2928 | Approx Mth |

**2000 WAGE APPENDIX
EFFECTIVE JANUARY 1, 2000**

| | (1) | (2) | (3) | (4) | (5) | |
|--|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|-------------------------------------|
| Park Maintenance Worker | \$1063.59 13.29 2304 | \$1196.51 14.96 2592 | \$1260.97 15.76 2732 | | | Biweekly Approx Hr Approx Mth |
| Exposition Center Worker | \$1070.43 13.38 2319 | \$1118.17 13.98 2423 | \$1165.69 14.57 2526 | \$1213.31 15.17 2629 | \$1260.97 15.76 2732 | Biweekly Approx Hr Approx Mth |
| Golf Course Superintendent Park Foreman | \$1205.23 15.07 2611 | \$1285.34 16.07 2785 | \$1353.71 16.92 2933 | | | Biweekly Approx Hr Approx Mth |
| Lead Exposition Center Worker | \$1205.23 15.07 2611 | \$1246.09 15.58 2700 | \$1285.34 16.07 2785 | \$1319.75 16.50 2859 | \$1353.71 16.92 2933 | Biweekly Approx Hr Approx Mth |
| Carpenter | \$1243.24 15.54 2694 | \$1284.08 16.05 2782 | \$1323.35 16.54 2867 | \$1357.77 16.97 2942 | \$1391.73 17.40 3015 | Biweekly Approx Hr Approx Mth |

**2001 WAGE APPENDIX
EFFECTIVE DECEMBER 30, 2000**

| | (1) | (2) | (3) | (4) | (5) | |
|--|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|-------------------------------------|
| Park Maintenance Worker | \$1095.50 13.69 2374 | \$1232.41 15.41 2670 | \$1298.80 16.24 2814 | | | Biweekly Approx Hr Approx Mth |
| Exposition Center Worker | \$1102.54 13.78 2389 | \$1151.71 14.40 2495 | \$1200.66 15.01 2601 | \$1249.71 15.62 2708 | \$1298.80 16.24 2814 | Biweekly Approx Hr Approx Mth |
| Golf Course Superintendent Park Foreman | \$1241.39 15.52 2690 | \$1323.90 16.55 2868 | \$1394.32 17.43 3021 | | | Biweekly Approx Hr Approx Mth |
| Lead Exposition Center Worker | \$1241.39 15.52 2690 | \$1283.47 16.04 2781 | \$1323.90 16.55 2868 | \$1359.34 16.99 2945 | \$1394.32 17.43 3021 | Biweekly Approx Hr Approx Mth |
| Carpenter | \$1280.54 16.01 2775 | \$1322.60 16.53 2866 | \$1363.05 17.04 2953 | \$1398.50 17.48 3030 | \$1433.48 17.92 3106 | Biweekly Approx Hr Approx Mth |